

1 BILL NO. S-85-10-25

2 SPECIAL ORDINANCE NO. S- 19785

3 AN ORDINANCE approving Water Contract  
4 #85-01 - Corline - Monterey, by the  
5 City of Fort Wayne, by and through  
its Board of Public Works and Safety  
and Hipskind Concrete Corp.

6 NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF  
7 THE CITY OF FORT WAYNE, INDIANA:

8 SECTION 1. That annexed Water Contract #85-01 - Corline -  
9 Monterey, made a part hereof, by the City of Fort Wayne, by and  
10 through its Board of Public Works and Safety and Hipskind Concrete  
11 Corp., is hereby ratified and affirmed and approved in all re-  
12 spects. The work under said Contract requires:

13 Water Contract for Corline-Monterey  
14 Water Main Replacement is for the  
15 installation of 1,620+ L.F. of 8"  
16 and 4,446+ L.F. of 6" ductile iron  
17 water main, on Lower Huntington  
18 Road, from Knightswood Drive, west-  
ward to Corline Street, thence North-  
ward on Corline Street to Ardis Street.  
19 Also northward on Monterey Dr., from  
20 Lower Huntington Rd. to Ardis Street,  
21 thence westward on Ardis Street to  
22 far west end of Ardis Street. Also,  
23 westward on Eileen Street from Corline  
24 Street to far west end of Eileen Street.  
25 Then finally, northward on Avalon Drive,  
26 from Lower Huntington Road to Airline  
27 Drive, thence eastward on Airline Drive  
28 to Premiere Drive.

29 NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF  
30 THE CITY OF FORT WAYNE, INDIANA:

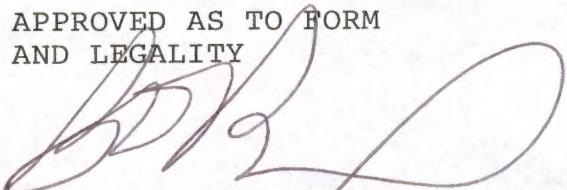
31 SECTION 2. Prior Approval was received from Common  
32 Council with respect to this Contract on August 27, 1985. Two  
(2) copies of the Contract attached hereto are on file with the  
City Clerk and are available for public inspection.

1 Page Two

2 SECTION 3. That this Ordinance shall be in full force  
3 and effect from and after its passage and any and all necessary  
4 approval by the Mayor.

5   
6 Councilmember

7 APPROVED AS TO FORM  
8 AND LEGALITY

9   
10 Bruce O. Boxberger, City Attorney

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DATE: 10-1-75

SANDRA E. KENNEDY, CITY CLERK

Read the third time in full and on motion by Henry,  
seconded by Gaspar, and duly adopted, placed on its  
passage. PASSED (LOST) by the following vote:

	<u>AYES</u>	<u>NAYS</u>	<u>ABSTAINED</u>	<u>ABSENT</u>	<u>TO-WIT:</u>
<u>TOTAL VOTES</u>	<u>9</u>	<u>  </u>	<u>  </u>	<u>  </u>	<u>  </u>
<u>BRADBURY</u>	<u>✓</u>	<u>  </u>	<u>  </u>	<u>  </u>	<u>  </u>
<u>BURNS</u>	<u>2</u>	<u>  </u>	<u>  </u>	<u>  </u>	<u>  </u>
<u>EISBART</u>	<u>✓</u>	<u>  </u>	<u>  </u>	<u>  </u>	<u>  </u>
<u>GiaQUINTA</u>	<u>✓</u>	<u>  </u>	<u>  </u>	<u>  </u>	<u>  </u>
<u>HENRY</u>	<u>✓</u>	<u>  </u>	<u>  </u>	<u>  </u>	<u>  </u>
<u>REDD</u>	<u>✓</u>	<u>  </u>	<u>  </u>	<u>  </u>	<u>  </u>
<u>SCHMIDT</u>	<u>✓</u>	<u>  </u>	<u>  </u>	<u>  </u>	<u>  </u>
<u>STIER</u>	<u>✓</u>	<u>  </u>	<u>  </u>	<u>  </u>	<u>  </u>
<u>TALARICO</u>	<u>✓</u>	<u>  </u>	<u>  </u>	<u>  </u>	<u>  </u>

DATE: 10-22-85.

Sandra E. Kennedy  
SANDRA E. KENNEDY, CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (ANNEXATION) (APPROPRIATION) (GENERAL)  
(SPECIAL) (ZONING MAP) ORDINANCE (RESOLUTION) NO. D-197-85  
on the 29<sup>th</sup> day of October, 1985

ATTEST:

ATTEST:

(SEAL)

(SEAL)  
Mark E. LaDunta  
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana,  
on the 22<sup>nd</sup> day of October, 1980,  
at the hour of 11:30 o'clock A. M., E.S.T.

Sandra E. Kennedy  
SANDRA E. KENNEDY, CITY CLERK

Approved and signed by me this 25<sup>th</sup> day of October,

Wm. Moses Jr.  
WIN MOSES JR. MAYOR

~~STATEMENT OF BIDS/AWARD OF CONTRACT~~  
 (NON-FEDERALLY ASSISTED Construction)

PROJECT: CORLINE-MONTEREY WATER MAIN REPLACE- CONTRACT #: 85-01

MENT

CONTENTS

Check if Contained

Pages

<input checked="" type="checkbox"/>	1	COVER SHEET
<input checked="" type="checkbox"/>	11 - 19	INSTRUCTION TO BIDDERS
<input checked="" type="checkbox"/>	S1	SCHEDULE
<input checked="" type="checkbox"/>	S2-3	SCHEDULE OF ITEMS
<input checked="" type="checkbox"/>	GPI - GP7	GENERAL PROVISIONS
		SPECIAL CONDITIONS
<input checked="" type="checkbox"/>		PLANS AND SPECIFICATIONS
		DRAWINGS
<input checked="" type="checkbox"/>	S4	NOTES 1 AND 2
<input checked="" type="checkbox"/>	SS1-SS2	SUPPLEMENTARY SPECIFICATIONS

ATTACHMENTS

<input checked="" type="checkbox"/>	NON-COLLUSION AFFIDAVIT
<input checked="" type="checkbox"/>	BIDDER'S BOND
<input checked="" type="checkbox"/>	PERFORMANCE BOND
<input checked="" type="checkbox"/>	STATE BOARD OF ACCOUNTS FORM 96A
<input checked="" type="checkbox"/>	CERTIFICATE IN LIEU OF FINANCIAL STATEMENT 96A
<input checked="" type="checkbox"/>	PREVAILING WAGE SCALE - STATE OF INDIANA
<input checked="" type="checkbox"/>	PAYMENT BOND
<input checked="" type="checkbox"/>	WARRANTY BOND

DISCOUNT FOR PROMPT PAYMENT (SEE GENERAL PROVISIONS CLAUSE)	10 CALENDAR DAYS %	20 CALENDAR DAYS %	30 CALENDAR DAYS %	OTHER %
ACKNOWLEDGEMENT OF AMENDMENTS	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

\* \* \* \* \*

BID SUBMITTED

Hirschman Concrete Co., Inc.  
 Contractor  
 By: Patrick D. Hirschman  
 Attest:  
 Its: President  
 Offer  
 Date: 8-21-85

Bidder agrees to keep bid open for  
 acceptance for 90 days (90 days  
 unless otherwise specified)

COMPLIANCE: C. Bailey

O.C. 2/85

B.O.W. NON-FED.

ACCEPTANCE OF BID/AWARD OF CONTRACT

CITY OF FORT WAYNE  
 BOARD OF PUBLIC WORKS AND SAFETY

David D. Kuehl  
Robert J. Morris

Glenn D. Conner

CITY OF FORT WAYNE  
 MAYOR

John D. Kuehl

AWARD DATE: 8-23-85

NOTE: AWARD WILL BE MADE ON THIS FORM.

**CORLINE-MONTEREY WATER MAIN REPLACEMENT CONTRACT NO. 85-01  
CITY OF FORT WAYNE, INDIANA**

## **IMPROVEMENT TO FORT WAYNE WATER UTILITY**

**SCHEDULE OF UNIT PRICES**

2. My Company has taken the following steps in an attempt to comply with the 17½ hourly utilization figure:

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(attach additional sheets if necessary)

Contractor Hopk. US Concrete Corp  
By Paul D Hinlein  
Its President

15. Required Prevailing Wage Schedule Payments - Pursuant to Indiana Code 5-16-7-1. All contractors and subcontractors working on the project awarded pursuant to this contract shall pay the prevailing wage rates for skilled, semi-skilled and unskilled laborers, workmen and mechanics. This wage determination has been made in accordance with the procedures set forth in Indiana Code 5-16-7-1. This determination and the required wage rates are available for examination by any prospective bidder at The Board of Public Works and Safety, 9th Floor, City-County Building, Fort Wayne, Indiana.

If a bidder is awarded a contract as a result of this Invitation for Bids, he/she/it shall file a schedule of wages, on forms provided by the City of Fort Wayne, demonstrating compliance with the wage rate determination. The successful prime contractor shall be responsible for obtaining schedules from all subcontractors. All schedules shall be filed before the contractor commences any work on the project.

Penalties for failure to pay the prevailing wage rate are set forth in Indiana Code 5-16-7-3.

16. Site Orientation. A site orientation (will/will not) be conducted by the City Engineers. If such an orientation is conducted, it will be held on the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, commencing at \_\_\_\_\_ o'clock \_\_\_\_\_.M. at the site of the project.

Regardless of whether a site orientation is conducted or not, bidders are required to visit the site of the work, and inform themselves fully of the conditions, under which the work will be performed. The bidders shall be responsible for all conditions that affect the work, including, but not limited to all sub-surface conditions.

Minority Business Enterprise (MBE) is a business of which at least 51% is owned and controlled by minority group members. ("Minority" means Black, Hispanic, American Indian, Asian, Pacific Islander, and Alaskan Native). The minority owners must exercise actual day-to-day management, as well as actively participate in management and policy decisions affecting the business. The contribution of capital, equipment or expertise made by the minority owners must be real, substantiated and documented.

Women Business Enterprise (WBE) is a business of which at least 51% is owned and controlled by women. The women owners must exercise actual day-to-day management, as well as actively participate in management and policy decisions affecting the business. The contribution of capital, equipment or expertise made by the women owners must be real, substantiated and documented.

The contract for which this proposal/bid is prepared is governed by the MBE/WBE Ordinance. This form must be completed in order to be responsive to this IFB/RFP. If the participation goal of 7% for MBE and 2% for WBE are not met or exceeded in your bid or proposal, the reasons for this failure and reasonableness and good faith of efforts to meet this goal shall be evaluated in determining whether the bidder/offeror is responsible.

A list of possible MBE/WBE contractors/suppliers are on file in the Compliance Office, Room 800, City-County Building, for Contractor review.

THE FOLLOWING IS THE UNDERSIGNED'S COMMITMENT TO THE MBE/WBE GOALS OF THE CITY FOR WORK DONE PURSUANT TO THIS CONTRACT:

A. \_\_\_\_\_ The undersigned firm certifies that it is an MBE/WBE Contractor (cross out inapplicable provision).

For MBE specify percentage of minority ownership  
\_\_\_\_\_ %.

For WBE specify percentage of women ownership  
\_\_\_\_\_ %.

B. \_\_\_\_\_ The undersigned certifies that they are a joint venture in which the following (MBE/WBE) firm (cross out inapplicable provision) is a joint venture partner.

The MBE/WBE firm (cross out inapplicable provision) shall have 7 % participation (employees) 7 % participation (costs) in this project.

Specify the percentage of minority/women ownership in the MBE/WBE firm 7 %. (cross out inapplicable provision)

C. The undersigned commits 7 % of the total bid price as a subcontract to minority business enterprise participation. The MBE firms which are proposed as subcontractors are the following:

<u>Name of Firm</u>	<u>Address</u>	<u>Type of Work</u>
1. VERNICE MAYS ASPHALT		
2. Armor Asphalt Ass		
3.		

D. The undersigned commits 2 % of the total bid price as a subcontract to women business enterprise participation. The WBE firms which are proposed as subcontractors are the following:

<u>Name of Firm</u>	<u>Address</u>	<u>Type of Work</u>
1. Lynch Bros. CO TRUCKING		
2.		
3.		

E. Complete (1) and (2) below if participation goals of 7% MBE and 2% WBE have not been met.

1. My Company cannot meet the participation goals for the following reasons: \_\_\_\_\_

\_\_\_\_\_

2. We have taken the following steps in an attempt to comply with these participation goals: \_\_\_\_\_

\_\_\_\_\_

(attach additional sheets as necessary)

Contractor HIPSKE, VA CONCRETE Contractor \_\_\_\_\_

By Donald Smith By \_\_\_\_\_

Its PRESIDENT Its \_\_\_\_\_

14. Minority/Female Hourly Employment Requirements.

The City's policy is to encourage a greater utilization of minority and/or female employees in City construction projects. The Board has, therefore, adopted a minimum goal of 17% of the total work hours on each project to be expended by minority and/or female employees. ("Minority" shall include: Blacks, Hispanic, Asian, Pacific Islander, American Indian or Alaskan Native.)

The bidder shall state in "A" below the percentage of total work hours which the bidder and his subcontractors will employ and utilize women and minority employees on this project. If a contract is awarded as a result of this bid, the percentage figure set forth in "A" shall become contractually binding on the bidder. The successful bidder will also be required to prepare reports for the City demonstrating compliance with this percentage and will allow city officials access to his records, facilities and work site and to those of his subcontractors to determine compliance.

The bidder must fill in the required blanks in this clause in order to be responsive to this IFB. If the bidder does not meet or exceed the hourly utilization goal of 17% minority/female participation, the reasons for this failure and reasonableness and good faith of efforts to meet this goal shall be evaluated to determine whether the bidder is responsible.

THE FOLLOWING IS THE UNDERSIGNED'S COMMITMENT TO MINORITY/FEMALE HOURLY UTILIZATION.

A. The undersigned firm certifies that it will employ and utilize minorities and females and/or will ensure that its subcontractors employ and utilize minorities and females so that minorities and females will work at least 17% of the total hours worked on this project.

B. Complete (1) and (2) below if the hourly utilization figure set forth in "A" is less than 17%.

1. My Company and its subcontractors cannot meet the 17% minimum hourly utilization figure for the following reasons: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

In submitting this bid, it is understood that the right is reserved by the Owner to reject any and all bids and to waive any defect in any bid.

IN WITNESS WHEREOF, the bidder (a firm) by its owner(s) named below, hereunto set hand(s) and seal this \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_.  
\_\_\_\_\_  
\_\_\_\_\_

FIRM NAME \_\_\_\_\_

BY: \_\_\_\_\_

IN TESTIMONY WHEREOF, the bidder (a corporation) has caused this proposal to be signed by its President and Secretary and affixed its corporate seal this 31st day of August, 19 85.

Nipskivs Concrete Co.  
NAME OF CORPORATION

BY: David Hinlein  
PRESIDENT

ATTEST:

Martha L. Askan

NON-COLLUSION AFFIDAVIT

The Bidder, by its Officers and HIPSKE CONCRETE CO., INC.

agents or representatives present at the time of filing this bid, being duly sworn on their oaths, say that neither they nor any of them have in any way, directly or indirectly, entered into any arrangement or agreement with any other bidder, or with any public officer of such City of Fort Wayne, Indiana, whereby such affiant or affiants or either of them, has paid or is to pay to such other bidder or public officer any sum of money, or has given or is to give such bidder or public officer anything of value whatever, or such affiant or affiants or either of them has not directly or indirectly, entered into any arrangement or agreement with any other bidder or bidders, which tends to or does lessen or destroy free competition in the letting of the contract sought for by the attached bids, that no inducement of any form or character other than that which appears upon the face of the bid will be suggested, offered, paid or delivered to any person, whomsoever to influence the acceptance of the said bid or awarding of the contract, nor has this bidder any agreement or understanding of any kind whatsoever, with any person whomsoever to pay, deliver to, or share with any other person in any way or manner, any of the proceeds of the contract sought by this bid.

Hipske Concrete Co., Inc.  
Paul D. Hipske

President

Paul D. Hipske

Marcia L. Preyert

NOTARY PUBLIC  
Resident of Allen County, IN

Subscribed and sworn to before me by Paul D. Hipske

this 31st day of August, 1985.

My Commission Expires:

April 19, 1987

Subscribed and sworn to before me by \_\_\_\_\_

this \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_.

My Commission Expires:

NOTARY PUBLIC  
Resident of \_\_\_\_\_ County, IN

Subscribed and sworn to before me by \_\_\_\_\_

this \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_.

My Commission expires:

NOTARY PUBLIC  
Resident of \_\_\_\_\_ County, IN

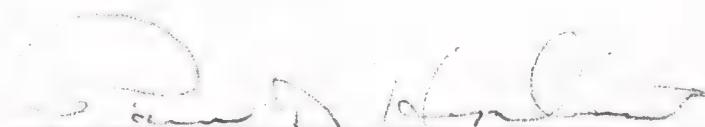
CERTIFICATE IN LIEU OF FINANCIAL STATEMENT

I, John H. Hargan, the President  
Name  
Position, of Hargan Concrete Co., Inc.  
Company

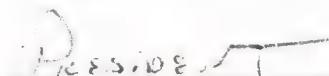
HEREBY CERTIFY:

1. That the Financial Statement of said Company, dated the 12th day of August, 19 85, now on file in the office of the Board of Public Works of the City of Fort Wayne, Indiana, which Financial Statement is by reference incorporated herein and made a part hereof, is a true and correct statement and accurately reflects the financial condition of said Company, as of the date hereof;
2. That I am familiar with the books of said Company, showing its financial condition and am authorized to make this Certificate on its behalf.

DATED: 8-21-85

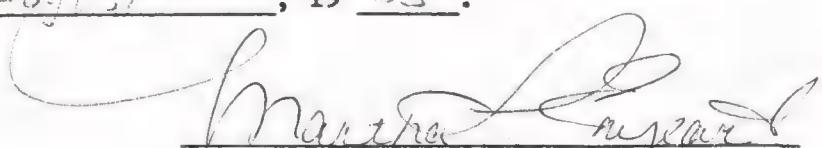


Signature



Title

SUBSCRIBED AND SWORN to before me, a Notary Public, in and for said County and State, this 1st day of August, 19 85.



NOTARY PUBLIC  
A Resident of Allen County, IN

My Commission Expires:

April 19, 1987

# Fidelity and Deposit Company

HOME OFFICE

OF MARYLAND

BALTIMORE, MD. 21203

## BID BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, HIPSKIND CONCRETE CORPORATION

....., as Principal, (hereinafter called the "Principal"), and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, of Baltimore, Maryland, a corporation duly organized under the laws of the State of Maryland, as Surety, (hereinafter called the "Surety"), are held and firmly bound unto CITY OF FORT WAYNE

....., as Obligee, (hereinafter called the "Obligee"), in the sum of FIVE PERCENT OF BID ----- Dollars (\$5% OF BID), for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

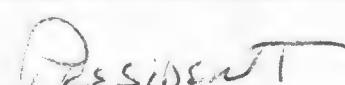
WHEREAS, the Principal has submitted a bid for

CORLINE-MONTEREY WATER MAIN REPLACEMENT  
CONTRACT 85-01

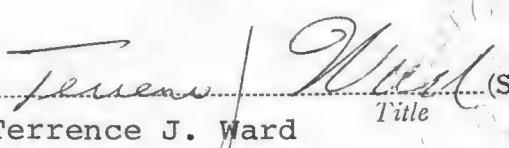
NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a contract with the Obligee in accordance with the terms of such bid and give such bond or bonds as may be specified in the bidding or contract documents with good and sufficient surety for the faithful performance of such contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter into such contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 16th day of AUGUST A.D. 1985.Neal Ryan

Witness

HIPSKIND CONCRETE CORPORATION  
  
 (SEAL)  
 Peter D. Hinckley  
 Principal  
  
 President  
 Title

FIDELITY AND DEPOSIT COMPANY OF MARYLAND  
SuretyMarcia S. Steppen  
Witness

By   
 (SEAL)  
 Terrence J. Ward  
 Title

Power of Attorney  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

HOME OFFICE, BALTIMORE, MD.

KNOW ALL MEN BY THESE PRESENTS: That the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corporation of the State of Maryland, by C. M. PECOT, JR. , Vice-President, and C. W. ROBBINS , Assistant Secretary, in pursuance of authority granted by Article VI, Section 2, of the By-Laws of said Company, which reads as follows:

"The Chairman of the Board, or the President, or any Executive Vice-President, or any of the Senior Vice-Presidents or Vice-Presidents specially authorized to do by the Board of Directors or by the Executive Committee, shall have power, by and with the concurrence of the Secretary or any one of the Assistant Secretaries, to appoint Resident Vice-Presidents, Assistant Vice-Presidents and Attorneys-in-Fact as the business of the Company may require, or to authorize any person or persons to execute on behalf of the Company any bonds, undertakings, recognizances, stipulations, policies, contracts, agreements, deeds, and releases and assignments of judgements, decrees, mortgages and instruments in the nature of mortgages, ... and to affix the seal of the Company thereto."

does hereby nominate constitute and appoint Oscar C. Mitson, Terrence J. Ward, Chris Mitson and Marcia S. Dunwiddie, all of Fort Wayne, Indiana, EACH.....

its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: any and all bonds and undertakings, each in a penalty not to exceed the sum of TWO HUNDRED FIFTY THOUSAND DOLLARS (\$250,000).....

And the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in Baltimore, Md., in their own proper persons.

This power of attorney revokes that issued on behalf of Oscar C. Mitson, et al., dated, June 1, 1982.

The said Assistant Secretary does hereby certify that the foregoing is a true copy of Article VI, Section 2, of the By-Laws of said Company, and is now in force.

IN WITNESS WHEREOF, the said Vice-President and Assistant Secretary have hereunto subscribed their names and affixed the Corporate Seal of the said FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 26th day of July, A.D. 19.84.

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

ATTEST:



C.W. Robbins

Assistant Secretary

By

Oscar C. Mitson

Vice-President

STATE OF MARYLAND  
CITY OF BALTIMORE

{ ss:

On this 26th day of July, A.D. 19 84 , before the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, duly commissioned and qualified, came the above-named Vice-President and Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and they each acknowledged the execution of the same, and being by me duly sworn, severally and each for himself deposeth and saith, that they are the said officers of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and that the said Corporate Seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed by Official Seal, at the City of Baltimore, the day and year first above written.



Carol J. Fader  
Notary Public  
Baltimore City, MD  
Notary Public Commission Expires July 1, 1986

CERTIFICATE

I, the undersigned, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy, is in full force and effect on the date of this certificate; and I do further certify that the Vice-President who executed the said Power of Attorney was one of the additional Vice-Presidents specially authorized by the Board of Directors to appoint any Attorney-in-Fact as provided in Article VI, Section 2 of the By-Laws of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND.

This Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 16th day of July, 1969.

RESOLVED: "That the facsimile or mechanically reproduced signature of any Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed."

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said Company, this 16th day of August, 1985.

W.G. Bunting  
Assistant Secretary

L14284-Cf. -044-2989

# Fidelity and Deposit Company

HOME OFFICE

OF MARYLAND

BALTIMORE, MD. 21203

## Performance Bond

KNOW ALL MEN BY THESE PRESENTS:

That..... HIPSKIND CONCRETE CORPORATION

(Here insert the name and address or legal title of the Contractor)

5502 MASON DRIVE, FORT WAYNE, INDIANA 46809

as Principal, hereinafter called Contractor, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corporation of the State of Maryland, with its home office in the City of Baltimore, Maryland, U. S. A., as Surety, hereinafter called Surety, are held and firmly bound unto

CITY OF FORT WAYNE

(Here insert the name and address or legal title of the Owner)

as Obligee, hereinafter called Owner,

in the amount of EIGHTY-EIGHT THOUSAND EIGHT HUNDRED EIGHTY-ONE & 55/100

Dollars (\$ 88,881.55 ), for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Contractor has by written agreement dated September 23 1985., entered into a contract with Owner for

CORLINE-MONTEREY WATER MAIN REPLACE

in accordance with drawings and specifications prepared by

(Here insert full name, title and address)

which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly and faithfully perform said contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the Owner.

Whenever Contractor shall be, and declared by Owner to be in default under the Contract, the Owner having performed Owner's obligations thereunder, the Surety may promptly remedy the default, or shall promptly

(1) Complete the Contract in accordance with its terms and conditions, or

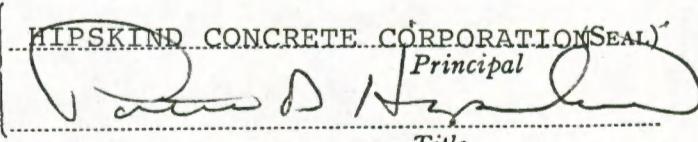
(2) Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, or, if the Owner elects, upon determination by the Owner and Surety jointly of the lowest responsible bidder, arrange for a contract between such bidder and Owner, and make available as work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the contract price," as used in this paragraph, shall mean the total amount payable by Owner to Contractor under the Contract and any amendments thereto, less the amount properly paid by Owner to Contractor.

Any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the contract falls due.

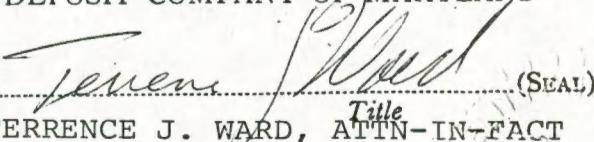
No right of action shall accrue on this bond to or for the use of any person or corporation other than the Owner named herein or the heirs, executors, administrators or successors of Owner.

Signed and sealed this 23RD day of SEPTEMBER A.D. 1985.

In the presence of:

  
HIPSKIND CONCRETE CORPORATION (SEAL)  
Principal  
Title

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By   
TERRENCE J. WARD, ATTN-IN-FACT  
(SEAL)

Power of Attorney  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

HOME OFFICE, BALTIMORE, MD.

KNOW ALL MEN BY THESE PRESENTS: That the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corporation of the State of Maryland, by FRIEND R. NAGLE, Vice-President, and ROBERT L. MEYER, Assistant Secretary, in pursuance of authority granted by Article VI, Section 2, of the By-Laws of said Company, which reads as follows:

"The Chairman of the Board, or the President, or any Executive Vice-President, or any of the Senior Vice-Presidents or Vice-Presidents specially authorized so to do by the Board of Directors or by the Executive Committee, shall have power, by and with the concurrence of the Secretary or any one of the Assistant Secretaries, to appoint Resident Vice-Presidents, Assistant Vice-Presidents and Attorneys-in-Fact as the business of the Company may require, or to authorize any person or persons to execute on behalf of the Company any bonds, undertakings, recognizances, stipulations, policies, contracts, agreements, deeds, and releases and assignments of judgements, decrees, mortgages and instruments in the nature of mortgages, ... and to affix the seal of the Company thereto."

does hereby nominate constitute and appoint Oscar C. Mitson, Terrence J. Ward, Chris Mitson and Marcia S. Steffen, all of Fort Wayne, Indiana, EACH.....

its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: any and all bonds and undertakings, each in a penalty not to exceed the sum of TWO HUNDRED FIFTY THOUSAND DOLLARS (\$250,000).....

And the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in Baltimore, Md., in their own proper persons.

This power of attorney revokes that issued on behalf of Oscar C. Mitson, et al, dated, July 26, 1984.

The said Assistant Secretary does hereby certify that the foregoing is a true copy of Article VI, Section 2, of the By-Laws of said Company, and is now in force.

IN WITNESS WHEREOF, the said Vice-President and Assistant Secretary have hereunto subscribed their names and affixed the Corporate Seal of the said FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 8th day of August, A.D. 1985.

FIDELITY AND DEPOSIT COMPANY OF MARYLAND



ATTEST:

*Robert Meyer* By *Frank W. Meyer*  
Assistant Secretary Vice-President

STATE OF MARYLAND  
CITY OF BALTIMORE

{ ss:

On this 8th day of August, A.D. 1985, before the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, duly commissioned and qualified, came the above-named Vice-President and Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and they each acknowledged the execution of the same, and being by me duly sworn, severally and each for himself deposeth and saith, that they are the said officers of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and that the said Corporate Seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed by Official Seal, at the City of Baltimore, the day and year first above written.



*Evelyn D. Jones*  
Notary Public Commission Expires July 1, 1986

CERTIFICATE

I, the undersigned, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy, is in full force and effect on the date of this certificate; and I do further certify that the Vice-President who executed the said Power of Attorney was one of the additional Vice-Presidents specially authorized by the Board of Directors to appoint any Attorney-in-Fact as provided in Article VI, Section 2 of the By-Laws of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND.

This Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 16th day of July, 1969.

RESOLVED: "That the facsimile or mechanically reproduced signature of any Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed."

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said Company, this 23rd day of September, 1985.

*W. J. Bestry*  
Assistant Secretary

L14284-Crf. 044-2989

TITLE OF ORDINANCE Corline-Monterey Water Contract 85-01DEPARTMENT REQUESTING ORDINANCE Board of Public Works & Safety

J-85-10-25

SYNOPSIS OF ORDINANCE The Water Contract for Corline-Monterey Water Main Replacement

is for the installation of 1,620+ L.F. of 8" and 4,446+ L.F. of 6" ductile iron water main, on Lower Huntington Road, from Knightswood Drive, westward to Corline Street, thence Northward on Corline Street to Ardis Street. Also northward on Monterey Dr., from Lower Huntington Rd. to Ardis Street, thence westward on Ardis Street to far west end of Ardis Street. Also, westward on Eileen Street from Corline Street to far west end of Eileen Street. Then finally, northward on Avalon Drive, from Lower Huntington Road to Airline Drive, thence eastward on Airline Drive to Premiere Drive.

Hipskind Concrete is the Contractor. PRIOR APPROVAL WAS RECEIVED ON 8/27/85.

EFFECT OF PASSAGE Improved water conditions at above site.

EFFECT OF NON-PASSAGE

MONEY INVOLVED (DIRECT COSTS, EXPENDITURE, SAVINGS) \$88,881.55.

ASSIGNED TO COMMITTEE

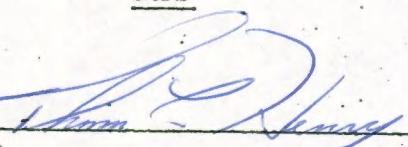
## REPORT OF THE COMMITTEE ON

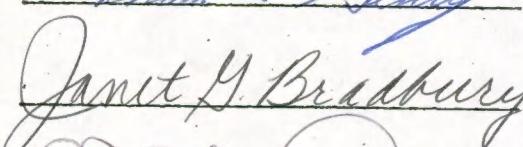
## CITY UTILITIES

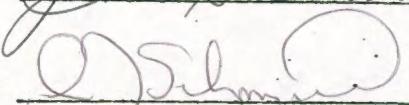
WE, YOUR COMMITTEE ON CITY UTILITIES TO WHOM WAS  
REFERRED AN (ORDINANCE) (RESOLUTION) approving Water Contract  
#85-01 - Corline - Monterey, by the City of Fort Wayne, by and  
through its Board of Public Works and Safety and Hipskind Concrete  
Corp.,

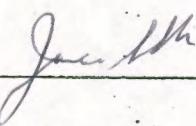
HAVE HAD SAID (ORDINANCE) (RESOLUTION) UNDER CONSIDERATION AND BEG  
LEAVE TO REPORT BACK TO THE COMMON COUNCIL THAT SAID (ORDINANCE)  
(RESOLUTION) XXXXXX

YESNO

  
THOMAS C. HENRY  
CHAIRMAN

  
JANET G. BRADBURY  
VICE CHAIRWOMAN

  
DONALD J. SCHMIDT

  
JAMES S. STIER

  
CHARLES B. REDD

CONCURRED IN 10-22-85

SANDRA E. KENNEDY  
CITY CLERK